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CURRENT TOPICS

Divorce and Education

A NEW, and yet in some ways the oldest, aspect of the modern trend against permanancy in marriage was forcibly expressed in a letter to *The Times* of 20th July, 1946, by Sir ELLIS HUME-WILLIAMS, K.C. Few are more competent by reason of experience of the matrimonial work of the courts, seniority and familiarity with the higher standards prevailing in a more stable epoch, to take a detached view of modern tendencies in matrimonial relations than Sir Ellis. The central point of his letter was that the yearly number of decrees *nisi* had risen from 7,293 in 1940 and 6,499 in 1941 to 8,885 in 1942, 11,107 in 1943, 14,829 in 1944, and approximately 16,000 in 1945. He wrote that this required to be understood and provided for, as in many divorces there must have been involved the bringing up and careers of children. In such things, he wrote, the State is deeply involved, and he asked whether the educational precautions were sufficient. We do not know of any question during the long controversies on this subject which has struck deeper at the root of the problem. Education for marriage should not merely be an *ad hoc* affair, but should be part of one's education for life. It is not merely part of the work of the Marriage Guidance Council and other organisations, whose excellent work cannot be belittled and must be encouraged, nor is it merely a matter of sex instruction in the schools, although that, too, is a necessity according to modern educationists. What is wanted more than anything else is a profound realisation that better men and women make more permanent marriages, and that to produce better men and women persistent education in the moral principles of unselfishness and respect for another's individuality, which are at the basis of all law and order, must commence at the earliest possible age. This matter requires immediate attention if society is not to decay at its roots.

Duty to Brief Counsel

WE desire to draw the attention of solicitors to a practice suggestion which was made on an originating summons by VAISEY, J. (*Re Upson, deceased; Grundy* v. *Keliher*, p. 358 of this issue). His lordship said that the summons had had to stand over because it had been discovered in the course of the opening that the solicitors on the record for one of the defendants had, by some error or inadvertence, omitted to brief counsel for that defendant. Such an omission (which happened more frequently than it should) was, undoubtedly, negligence on the part of a solicitor, the exact measure of his culpability depending, of course, on the circumstances of the particular case. It was also a breach of a duty which rested on him as an officer of the court. An order that he should pay personally the extra costs occasioned by his neglect was usually not an adequate penalty, because such extra costs would, as a rule, be quite trifling in amount. In a case in which the carelessness of the solicitor had been gross and inexcusable it might well be the duty of the court to take in regard to him some form of disciplinary action. In order to minimise the risk of similar occurrences hereafter, his lordship thought that when a summons was adjourned into court the solicitors for the plaintiff ought to write a letter to the solicitors for each defendant notifying them of the adjournment, and asking for the name of the counsel whom they had briefed or were proposing to brief to appear at the hearing. The last-mentioned solicitors ought, as soon as practicable, to write an answering letter to the plaintiff's solicitors supplying that information, thereby enabling the plaintiff's counsel to be told, and himself to tell the judge at the outset of the case, what other counsel were concerned in the matter and for which of the parties they respectively appeared. The writing of such letters would form a proper, though, of course, quite small, item in the costs. Telephonic communication was not a satisfactory substitute for either letter. In fairness to our profession, we think it necessary to add that we cannot agree with any implication that may be drawn from his lordship's statement, that it frequently happens that counsel is not briefed in time. No doubt it can be said in all cases that when it does happen it should not happen, but it is implicit in his lordship's observations that there are varying degrees of error and inadvertence. The strain on solicitors' staffs is still heavy, and the cases of excusable inadvertence outnumber the comparatively rare cases of culpable neglect.

"Streamlined" Legislation

OBSERVATIONS on modern legislative tendencies were made in a speech by the Master of the Worshipful Company of Solicitors of the City of London, at the Annual Meeting of Liverymen and Freemen of the Company, held at Grocers Hall, on 12th June, 1946. He referred to what was called in Parliamentary circles "streamlined" legislation, "though anything less like streamlining than the turgid and interminable sentences with their jumble of clauses, sub-clauses, sub-sub-clauses and provisoes in which Parliamentary counsel obscure their intentions is difficult to conceive." It is unfortunately no longer possible, said the Master, to put provision for everything into the statute itself, and some delegated legislation there must be in modern conditions, but the main lines should be precisely laid down by Act of Parliament itself, and the delegated legislation should only relate to the detailed machinery through which the business in hand is worked out. As Mr. HAROLD MACMILLAN wittily observed in the Third Reading Debate on the Coal Industry

Nationalisation Bill recently: "If only Moses had known the new technique, he would never have committed himself to anything so precise—and occasionally so inconvenient—as the ten Commandments. He would have taken powers when he came down from Mount Sinai to make regulations and issue directions." The Master invited the meeting to consider an Order in Council laid on the table of the House of Commons on 20th December, 1945, adding reg. 55AB to the Defence (General) Regulations, 1939, relating to price control, and described it as "simply totalitarianism run mad." The Master quoted Lord Acton's statement: "All power corrupts, and absolute power corrupts absolutely." There was another matter on which he thought solicitors should, on public grounds, express a strong protest. The Committee on Ministers' Powers which reported in 1932, had expressed the view that whenever a judicial question had to be determined by a Minister or a ministerial tribunal, there should be a right of appeal to the High Court on any point of law. Yet, as Lady Violet Bonham Carter had pointed out in a recent letter to *The Times* (24th May, 1946), in both the Industrial Injuries Bill and the National Health Bill, the question of the right to benefits was decided in the last resort by a special tribunal or commissioner, and there was no appeal to the High Court on points of law. Other instances could be given, for instance, the Personal Injuries (Emergency Provisions) Act, 1939. While it is appreciated that there are strong constitutional safeguards against the introduction of totalitarianism in this country, it is none the less important to be perpetually vigilant to preserve our liberties. Public statements such as those of the Master of the Worshipful Company of Solicitors keep us awake to the dangers of apathy, and enable us to detect the thin edge of the wedge whenever it is used.

Alternative Remedies

WHAT are to be the rights of persons who suffer injuries through another's negligence in relation to the new scheme of social insurance? The Departmental Committee on Alternative Remedies has now issued its final report (Cmd. 6860, H.M. Stationery Office, price 1s. 3d.). The answer, according to the committee, is that the injured person should receive full benefits under the scheme, irrespective of whether his injuries arose in connection with his employment or not; he should not, however, recover altogether more than the maximum which he could recover from either the scheme or a common law action alone. The same rule, it is recommended, should apply to claims for compensation by the dependants of deceased persons. In other words, the court is to take into account the value of benefits already paid, and the estimated value of future benefits. It would seem that this involves no novel principle of law, for it follows the rule that, in assessing damages under the Fatal Accidents Acts, account must be taken of amounts awarded under the heading of loss of expectation of life, and vice versa (*Davies* v. *Powell Duffryn Associated Collieries* [1942] A.C. 601). There is some authority for stating that the committee's recommendation embodies the present state of the law (*Johnson* v. *Hill* (1945), 61 T.L.R. 938). The trade union members of the committee, Messrs. W. P. ALLEN and LUKE FAWCETT, hold that the court should pay no regard to benefits paid under the social insurance scheme, to which there is an absolute right on account of the payment of contributions. Mr. F. W. BENEY, K.C., suggests that the social insurance fund should pay less, a proportion of the weekly value of the damages being deducted from the benefits in order to prevent a wrongdoer from being relieved at the expense of the fund after he has, through his wrong, saddled the fund with the obligation to pay benefits. The committee has also recommended the abolition of the doctrine of common employment, which has been condemned by all modern authorities. Messrs. S. BOYD and GUY DE G. WARREN suggest that the provision of benefits under the scheme should be followed by a limitation of claims for damages to cases in which there has been preventible negligence on the part of the employer or those to whom he has delegated managerial responsibility.

War Damage: Public Utilities

IN Circulars 120/46 and 121/46, issued by the Ministry of Health on 27th June, 1946, to sewerage and sewage disposal undertakers, and statutory and certain non-statutory water undertakers, questions are dealt with relating to the final settlement of war-damage claims and of contributions; the submission of final claims not later than 30th September, 1946; the bases on which claims are to be prepared; the aggregation of expenditure for a group of incidents; and the apportionment of aggregate contribution between individual undertakings. Proposals for the further legislation needed to provide for the payments in respect of war damage to, and contributions from, public utility undertakings were given in a White Paper (Cmd. 6403), which was issued in November, 1942, following consultations with representatives of the public utility undertakings. The circular states that following the end of the war and the cessation of air attacks there has been a different approach to the problem; and, after consultation with the groups of public utility undertakings concerned, the Government have now decided to settle by agreement, in advance of legislation, the total amount to be paid in compensation for war damage suffered, and the total amount to be contributed, by each group. A Bill will then be introduced to give effect to these settlements, which will be final. The Bill will also provide for the making of schemes which will finally determine both the payments and contributions of particular undertakings. Memoranda attached to the circulars set out the bases on which claims are to be calculated. It has been agreed with the Negotiating Committee of the group that undertakings should submit their final claims as soon as possible, but, in any event, not later than 30th September, 1946. Claims for war damage already submitted in respect of expenditure incurred will have to be reviewed by the undertakings; and the Minister has no alternative but to ask them to submit revised claims. The claims, which will be final, should be submitted in the form set out in the specimen forms enclosed with the circulars. The Minister appreciates that it will sometimes be impracticable for undertakings in areas which have been subjected to heavy and continuous air attacks to separate the expenditure relating to one incident from that applicable to other incidents which occurred at or about the same time. In such cases, he will be prepared to accept an appropriate aggregation of expenditure for the purposes of the claim, as has already been done in respect of a number of the claims which have already been submitted to him.

Cambridge House: Report for 1945

PENDING the carrying out of the proposals for official legal aid consequent upon the Rushcliffe Committee's Report, the work of free legal advice centres continues to be of interest. That known as the Cambridge House (Trinity Hall) Centre, and situate at 131, Camberwell Road, S.E.3, has just issued an informative report for 1945. It states that in the year 1945 the centre recovered £10,275 for people too poor to consult a solicitor in the ordinary way. The total was made up of 105 cases. Cases in which money is recovered form only a small fraction, less than one in forty, of the total number of cases handled by the centre. In 1945, 4,649 new cases, 6,831 interviews, 5,254 letters written, and 1,383 telephone consultations, and a total of 13,468 cases, showed a big increase on preceding years. The report points out that it becomes increasingly difficult to raise funds as an institution draws nearer to the end of its usefulness, but the need for the centre will be greater during the next twelve months than it has ever been and a substantial response from individual subscribers is required so that the centre may carry on as efficiently as possible until the Government can bring into operation the scheme which has been promised. The report concludes with a welcoming invitation to any visitors who are interested, whether they come for the purpose of gaining experience or of helping with the legal and clerical work.

COMPANY LAW AND PRACTICE

CAKES AND ALE FOR THE DIRECTORS—II

LAST week I was discussing the validity of gratuitous payments made by a company to its directors and employees—"gratuitous" in the sense that the company is under no contractual obligation to make them; and we saw that the test of the propriety of such payments is whether (assuming always that they are payments made bona fide and in the course of carrying on the business of the company) they are made for the benefit and to promote the prosperity of the company; and further that in the ordinary way such benefit and prosperity can be justifiably expected to result from the encouragement thereby given to faithful and devoted service. I referred briefly to the point that this test cannot be satisfied if the payments are made when the company is in, or on the eve of, liquidation, for in that case the company is not going to exist long enough for any such anticipated benefit to be realised. The authority for this is the decision of the Court of Appeal in *Hutton* v. *West Cork Railway Co.* (1883), 23 Ch. D. 654. There a railway company, which had no provision in its articles for paying remuneration to directors, and had never paid any, sold its undertaking to another company. The transaction was authorised by Act of Parliament which provided that on completion of the transfer the company should be dissolved except for the purposes of regulating its internal affairs and winding-up, and of applying the purchase money. This was to be applied in paying costs and liabilities, and the surplus was to be divided among the shareholders. After the completion of the transfer a general meeting of the company was held at which a resolution was passed to apply part of the purchase money in compensating the paid officials of the company for loss of employment and in remunerating the directors for their past services. Neither the paid officials nor the directors had any legal claim to any such payments, which were accordingly in the nature of gratuities. The judgments of the Court of Appeal recognised that a company while a going concern may validly make presents to its employees and directors, with a view to getting better work from them and thereby benefiting the company; to repeat the sentence from Bowen, L.J.'s judgment, which I quoted last week, "the law does not say that there are to be no cakes and ale, but there are to be no cakes and ale except such as are required for the benefit of the company." But that justification could not count in the case of a dying company; and here the company was gone as a company carrying on business, and the sums proposed to be paid to its officials and directors could not be looked upon as an inducement to them to exert themselves in future, or as an act done reasonably for the benefit of the company. They were simply in the nature of a gratuity, with no prospect of a corresponding advantage to the company, and accordingly the company had no power to grant them. A similar decision was given by Joyce, J., in *Stroud* v. *Royal Aquarium Society, Ltd.* (1903), 89 L.T. 243, where a company, which had sold its undertaking, passed resolutions for voluntary winding-up and for the distribution of a specified sum among the officers and servants of the company.

In both these cases the company was actually in liquidation, but it seems to me that the principle of the decision must equally apply where liquidation, though not actually commenced, is imminent or contemplated, for in such cases too it cannot be said that a gratuitous payment to employees or directors is justified by the expectation of more and better exertions on their part which will prove of benefit to the company. If a company is about to put an end to its existence there is no material point in encouraging its servants and officers to redouble their activities: hence the need for careful consideration of the propriety of a proposal to award compensation for loss of office to directors as such, when a company is selling its undertaking or amalgamating or otherwise terminating its separate existence. (As I mentioned last week, compensation for loss of office to an executive director, or any official or employee who has a service agreement, is quite a different matter, for if the operations of the company are going to involve a wrongful dismissal, then the company can properly pay a reasonable sum by way of compensation rather than submit to legal proceedings for wrongful dismissal. This consideration obviously does not apply to the case of a director whose office as such can be terminated without any breach of contract.)

Generally speaking, then, a company which has ceased, or is about to cease, to be a going concern, cannot make gratuitous payments to its directors, whether as compensation for loss of office or under any other guise. It is beyond the company's powers so to do and consequently a majority cannot bind a minority. But of course, there is nothing to prevent the individual shareholders from agreeing that out of the moneys distributable among them in a liquidation such compensation shall be paid; this is not an application by the company of its moneys but a gift by each shareholder of some part of his own property, and a shareholder who does not agree to contribute cannot be compelled to do so.

In view of what appears to me to be the position relative to the payment of compensation for loss of office to directors where a company is ceasing to be a going concern, it seems, at first sight, a little puzzling that s. 150 (1) of the Companies Act, 1929, apparently recognises that such a payment may be valid. That subsection provides as follows: "It is hereby declared that it is not lawful in connection with the transfer of the whole or any part of the undertaking or property of a company for any payment to be made to any director of the company by way of compensation for loss of office, or as consideration for or in connection with his retirement from office, unless particulars with respect to the proposed payment, including the amount thereof, have been disclosed to the members of the company and the proposal approved by the company." But so far as I am aware, it has never been suggested that the subsection has affected in any way the decision in *Hutton's* case; and there are circumstances in which compensation may validly be paid to directors which do, or may, fall within the section, and to which it may well have been directed. In *Kaye* v. *Croydon Tramways Co.* [1898] 1 Ch. 358, there was an agreement for the sale of its undertaking by one company to another, and the purchasing company, in addition to the purchase price, agreed to pay a substantial sum to the directors of the selling company as compensation for loss of office. The Court of Appeal held that this provision for payment by the purchasing company of such compensation did not render the agreement *ultra vires*; and it is clearly a very different case from *Hutton* v. *West Cork Railway Co.*, where the selling company was proposing to make the gratuitous payments to its own directors out of its own assets. In *Kaye's* case the selling company was not depleting its assets by paying any compensation, and so far as the purchasing company was concerned, the payment of compensation to the selling company's directors was no more than part of the purchase consideration. But the Court of Appeal did hold that a resolution of the selling company sanctioning the agreement was not effective unless the notice of the meeting fairly disclosed the fact that the agreement included this provision for payment of compensation to the directors. This sort of case is now covered by s. 150 (1) of the Act which requires disclosure to, and approval by, the shareholders; and it may be that the subsection would also apply to the case I have already mentioned, of payment of compensation to an executive director whose service agreement is, on the transfer of the company's undertaking, terminated before the time of its due expiration on the terms that compensation is paid. However this may be, there is scope for the application of the provisions of the subsection to cases other than that of payment of compensation by a company to its own directors as such, so that one is not driven to say that the validity of such a payment is impliedly recognised by the subsection; and the decision in *Hutton's* case must be regarded as not affected.

Before leaving s. 150, I should also mention subs. (3), which provides that where a payment by way of compensation for loss of office is to be made to a director in connection with the transfer, as the result of an offer made to the general body of shareholders, of all or any of the shares in the company, the director is bound to see that particulars of the proposed payment are notified to the shareholders. Further, it will be remembered that the Cohen Report (pp. 48, 49, 52, and 53) recommends an extension of the provisions of s. 150. None of this, I think, affects my main theme, that while gratuitous payments to directors, properly authorised in accordance with the company's articles, may be valid while the company is a going concern, the justification for such payments, viz., the anticipated benefit to the company, disappears if they are made when the company's existence is about to come to an end. From the directors' point of view, it follows that caution must be exercised in recommending and accepting such payments, not only where liquidation is imminent, but also where the company is a going concern, for in all cases the test is whether the " cakes and ale " distributed by the company may reasonably be expected to produce a benefit to the company; and, to quote an older authority than Bowen, L.J., or Sir Toby Belch (like theirs, his was a non-austerity era), " better beans and bacon in peace than cakes and ale in fear."

A CONVEYANCER'S DIARY

PERPETUITIES AND ACCUMULATIONS.—I

UNTIL 1925 there were two rules against perpetuities. The so-called old rule was to be found in *Whitby* v. *Mitchell* (1890), 44 Ch. D. 85, a decision of the Court of Appeal affirming the existing position. This rule was that " an estate could not be limited to an unborn child of an unborn person " (per Lopes, L.J.). It was suggested in *Whitby* v. *Mitchell* that this rule, which originated in the feudal system, had been superseded by the so-called " new rule against perpetuities." On full enquiry the Court of Appeal found that there was no authority for this proposition and that the two rules were independent and co-existing. The old rule has now been abolished by s. 161 (1) of the Law of Property Act. Subsection 2, however, provides that the abolition applies only to limitations or trusts created by an instrument coming into force after the end of 1925, and accordingly in looking at old settlements one must still be on one's guard against the old rule. It would avoid a limitation to the eldest son of the eldest son of A, he having no son, whether or not there was engrafted upon that limitation a clause requiring that vesting should take place within a period allowable under the new rule against perpetuities.

The new rule was first clearly propounded by the House of Lords in *Cadell* v. *Palmer* (1833), 1 Cl. & F. 372, although it had earlier historical origins. The most convenient place for finding the statement of this rule is in the judgment of Joyce, J., in *Re Thompson* [1906] 2 Ch. 199 at page 202. The passage is as follows: " The rule against perpetuities requires that every estate or interest must vest, if at all, not later than twenty-one years after the determination of some life in being at the time of the creation of such estate or interest, and not only must the person to take be ascertained, but the amount of his interest must be ascertained within the prescribed period. Or the rule may be stated thus: A grant or other limitation of any estate or interest to take effect in possession or enjoyment at a future time, and not being, from the time of its creation, a vested estate or interest will be void *ab initio* if, at the time when the limitation takes effect, there is a possibility that the estate or interest limited will not vest within the period of a life or lives then in being, or within a further period of twenty-one years thereafter." It should be added that at either end of the period a further nine months can be allowed in respect of any infant conceived but yet unborn whose interest might be adversely effected if the rule as to the twenty-one years were applied in its full stringency.

The first thing to be noted about the rule against perpetuities, as so stated, is that it is not a rule in regard to vesting in possession, but only a rule in regard to vesting. Thus, so long as all the interests concerned are vested, the actual enjoyment may be indefinitely postponed owing to the existence of some prior vested interest subject to defeasance or determination. Thus, in *Re Chardon* [1928] Ch. 464, a testator gave a sum of £200 to his trustees on trust to invest it and to pay the income thereof to a cemetery company during such period as they should continue to maintain and keep two specified graves in good order, and he declared that if the graves should not be kept in such order and condition the trustees should pay and apply the said income under the clause in the will relating to residue. The gift of residue did not violate the perpetuity rule in regard to its vesting, and accordingly the gift over, as well as that to the cemetery company, was good. I find in practice that this aspect of the rule is very widely misunderstood.

The next point is as to the " life or lives in being." The average settlement or will contains no reference in this connection to lives or a life in being other than those or that of the persons or person beneficially interested. In such a case one has got to look at the limitations themselves and see whether, allowing only for those lives, the ultimate interest must inevitably vest, in interest though not necessarily in possession, within the period. But there is no reason why an artificial class should not be created. For example, in the past the favourite class was that of the descendants of Queen Victoria living at the date when the instrument concerned came into operation. This class was held to be sufficiently determinate in *Re Villar* [1929] 1 Ch. 243. In that case the testator had died on 6th September, 1926, which was the material date for this purpose. A good deal of evidence was filed by Portcullis Pursuivant of Arms explaining that in 1922 there had been about 122 descendants of Queen Victoria living who were scattered over England, Germany, Russia, Sweden, Denmark, Norway, Spain, Greece, Yugoslavia and Rumania. There was a further complication as to whether any of the children of the last Russian Emperor and Empress were still living, and generally it was clear that it would be very difficult, having regard to the size and obscurity of the class, to say when a period limited by reference to their lives did in fact terminate. Nevertheless, the Court of Appeal held that a trust limited on this basis was valid. I understand that a few years ago a very similar case came before the court and was still upheld, but that the testator there had also died in about 1926. I find it very difficult to believe that the same result would follow if this definition of the class were used in a will coming into force much after 1939. The class itself would surely be held to be void for uncertainty. As it is, I cannot help feeling that towards the end of the present century, if our civilisation so long continues, the people concerned in *Re Villar* will find themselves involved in a most difficult enquiry before a Chancery Master to ascertain when the last descendant of Queen Victoria living on 6th September, 1926, did in fact die. It will be necessary to determine the date at which the ultimate trust vests in possession. In my view the correct method at the present day is to adopt the class of the descendants of King Edward VII living at the material date, who are of altogether more manageable numbers. There is of course no reason why one should not create a purely artificial class consisting of a number of named persons including all the youngest infants with whom, or rather with whose parents, the testator or the draftsman is acquainted. The difficulty of course would be to keep track of them.

Where the rule is to be applied to property belonging absolutely to the settlor or testator, or property comprised in an exercise of a general power of appointment, the material

date is that of the settlement, appointment or death of the testator, as the case may be. It was pointed out, however, by Joyce, J., in *Re Thompson*, that in the case of the exercise of a special power of appointment the material date is not that of the exercise of the power but of its creation. I find that this point also causes difficulties in practice, since many tenants for life with a power to appoint among issue want to tie up the property for another generation after their deaths. Generally speaking that cannot be done.

There is one exception to the perpetuity rule, namely, that which is created by the Superannuation and Other Trust Funds (Validation) Act, 1927, which exempts superannuation funds which are duly registered under that Act from the operation of the rule.

LANDLORD AND TENANT NOTEBOOK

ESTOPPEL AND THE STANDARD RENT

In the last few years, the question whether a party can be estopped from asserting or denying that a particular figure represents the standard rent has twice been answered in the negative. In each case the estoppel unsuccessfully set up was estoppel by judgment, but the reasoning of the decisions would undoubtedly apply to cases in which estoppel by conduct was relied upon.

In *Griffiths* v. *Davies* [1943] K.B. 628 (C.A.) the history of the matter began in 1915, when a house was let at £11 a year. In 1919 it was let by the respondent to the appellant at £26 a year. In 1933 the respondent took proceedings for possession on the ground of rent being in arrear, and a suspended order was made: current rent, plus 2s. 6d. a month off the arrears. In 1942 the respondent made an application (under s. 11 of the Rent., etc., Restrictions Act, 1923) to determine the standard rent and the current lawful rent. The county court judge held that she was estopped by the judgment in the action for possession made in 1933, and refused to entertain the application.

The short point taken on appeal was that by the very first provision of the Increase of Rent, etc., Act, 1920, rent in excess of what the Acts permitted is made irrecoverable. The respondent's answer was twofold: (*a*) the tenant had failed to take advantage of something introduced for her benefit; (*b*) she was in possession by virtue of the suspension of a judgment.

Of these, point (*a*) cut no ice, having regard to authorities that the doctrine of estoppel by judgment does not apply when the result would be to compel a court to give a judgment flouting a statutory provision. It will be observed that the respondent had not attempted to argue that the provision of s. 1 of the 1920 Act did not amount to a direction to courts.

The unanimous answer given to point (*b*) was that the matter was not before the court, which was concerned only with the question whether the county court judge was right in refusing to entertain the application. But before associating himself with this pronouncement, which was first expressed in the judgments of MacKinnon and du Parcq, LL.J., the second and third to be delivered, Lord Greene, M.R., dealt with the point in this way: the condition in the suspended order was that current rent plus so much arrears should be paid. "Current rent" must mean not only what was current at the date of the judgment, but current rent as it accrued. And it must mean "current rent, whatever by law that rent should be"; the court would have no jurisdiction to impose a condition for payment of rent at more than the permissible rate.

One cannot but regard this reasoning as a little artificial when one considers that the amount to be paid off would be decided, at least partly, by reference to the court's views on the actual amount of rent payable and due. Indeed, there might not have been any arrears due at all. And the "current rent, whatever by law that rent should be," may be said to overlook the fact that the Acts do not fix rents, but prescribe maximum rents. However, what was said presumably deterred the landlord from troubling the High Bailiff to execute the old judgment.

The position can hardly be called satisfactory, and while some of the blame may be laid at the door of the judiciary for not observing r. 18 of the rules which I will presently cite, it may well be said that the terms of s. 5 (2) of the 1920 Act, providing for suspension of orders for possession subject to any conditions the court thinks fit, are too wide if they permit of a condition for payment of "current rent, whatever by law that rent should be." Litigants should be entitled to something less cryptic than the utterance of a Delphic oracle or those of the appeasement-minded citizens of Angiers who, according to Shakespeare's "King John," answered inquiries about their loyalty by such phrases as "In brief, we are the King of England's subjects," and "The King of England, when we know the King."

I do not know what happened in the end, but suggest that the proper remedy would have been to apply to set aside the old proceedings on the ground of irregularity, which may be done "within a reasonable time" under Ord. 27, r. 4, of the County Court Rules. It may of course be doubted whether nine years can be a reasonable time, but it might be in the applicant's favour that the rule expressly forbids the grant of the application if the applicant has taken any step in the proceedings after knowledge of the irregularity. The reference to knowledge suggests that ignorance should tell in the applicant's favour; and after all the court must itself have been at fault having regard to r. 18 of the Increase of Rent, etc., Rules, 1920: "Where proceedings are taken . . . for the recovery of rent of premises to which the Act applies, or for the ejectment of a tenant from any such premises, the court shall, before making an order for the recovery of such rent . . . or for recovery of possession or ejectment, satisfy itself that such order may properly be made, regard being had to the provisions of the Act."

In the other case, *J. & F. Stone Lighting and Radio, Ltd.* v. *Levitt* [1945] W.N. 154 (C.A.), the defendant had originally been the plaintiffs' employee and tenant, paying 10s. a week rent. The employment ceased, and he was allowed to continue in occupation at a rent of £1 a week. The plaintiffs first brought an action for possession on the ground of cessation of employment, etc., in which the defendant counter-claimed for rent paid in excess of 10s. a week. The claim failed, because a new tenancy had been created, and the counter-claim succeeded. The plaintiffs then found that 10s. a week was less than two-thirds of the rateable value of the premises, so that by virtue of s. 12 (7) of the 1920 Act "the Act shall not apply to that rent or tenancy . . . and this Act shall apply in respect of such dwelling-house as if no such tenancy existed or ever had existed." So they served another notice to quit and brought a second action for possession. Again the result in the court below was a decision that the matter was *res judicata*; but this time the appeal was dismissed, the reasons being as follows: it was true, it was held, that the decision in the first action had been wrong; and it was sound law that a statutory provision or direction could not be overriden by a previous judgment; but, in order to make out their claim for possession, the plaintiffs had themselves to invoke the very judgment which they impugned, and they could not free themselves from restrictions by alleging premises to be let at a figure which was neither the standard nor an agreed rent. And it was indicated that the proper course here would have been to apply for an extension of time in which to appeal against the judgment in the first action.

Mr. F. H. Bretherton, retired solicitor, of Gloucester, left £68,603, with net personalty £65,635.

Mr. A. N. F. Goodman, solicitor, of Plymouth, left £17,056, with net personalty £13,379.

TO-DAY AND YESTERDAY

July 22.—On 22nd July, 1784, the Gray's Inn benchers ordered that "the chambers one pair of stairs over the gateway, Holborn Court, some time occupied by Mr. Kendall, being locked up and no person now living there . . . the doors of the said chambers be opened and an inventory taken of the furniture therein and that the furniture be removed to the gallery in the Hall and that the head porter be permitted to reside in the said chambers till further order." (This was the Rev. Richard Kendall, fellow of Peterhouse College, Cambridge.) The head porter was to attend at the Holborn gate and the under-porter at the Gray's Inn Lane gate from dusk till 9 p.m., when the watch was to be set. The watchmen were to "enter into each staircase every hour and then with a loud voice cry the hour of the night and the weather." A book was to be kept at the lodge in Holborn Gate in which the head porter was to enter the names of the watchmen and the times they came on and went off duty, and he was to deliver them their lanthorns and candles. It was also ordered that the turrets over the Hall and Chapel were to be repaired.

July 23.—On 23rd July, 1752, the Committee on the supply of water to Lincoln's Inn recommended "that the basin in the Benchers' Garden be enlarged to 5 feet in depth and 40 feet of surface; in order to guard against the great inconvenience which happened at the late fire such reservoir should be kept constantly full of water and should, therefore, be connected with the New River Company's pipes, both in Lincoln's Inn Fields and in Chancery Lane, with cast-lead or wooden pipes." (The fire was at Nos. 10 and 11, New Square.)

July 24.—In 1896 Carson was opposing Balfour's Irish Land Bill, and on 24th July there was an exchange of letters between them, Carson writing: "When I was Solicitor-General I gave a pledge . . . to my constituents that I would resist . . . any further interference with landlords' property in Ireland. If I have gone too far in carrying out this pledge . . . I hope it may not lead you to think I am the less grateful . . . to the leader to whom I owe so much . . ." In his reply the same day Balfour said: "I have watched your brilliant career at the English Bar with the satisfaction of an old friend and the pride of an old colleague—but in my eyes it has been somewhat dearly purchased at the cost of the severance of our old official relations . . ."

July 25.—In April, 1725, James Clough was acquitted of the murder of Mary Green, a maidservant, but, as the law then stood, it was still possible for her brother William to lodge an "appeal of murder," an antiquated form of procedure, whereby the next of kin could bring a quasi-civil action, resulting in effect in a second trial. This time the verdict went against Clough and on 25th July he was hanged at Tyburn, protesting his innocence. The "appeal of murder" survived another ninety years till it was abolished by statute, after Abraham Thornton, in a like situation to Clough, found that the ancient procedure allowed him the counter-move of claiming trial by battle.

July 26.—William Wynn Ryland showed early artistic ability. He studied in France and Italy and introduced into England the art of engraving copper plates to yield an impression resembling a drawing in chalk. He was appointed engraver to the King, and he also carried on an extensive trade in prints. At the time of his death he was exceedingly prosperous, but he had had occasion to resort to the device of forging a bill of exchange. On 26th July, 1783, he was tried at the Old Bailey and having been convicted, he was hanged.

July 27.—People went on believing in Orton, the Tichborne claimant, even after his conviction. On 27th July, 1875, Guildford Onslow, a faithful supporter, wrote to Sir Hardinge Giffard, then Solicitor-General: "I saw poor Tichborne . . . He begged me to write to you to-day that he was about to petition the Home Minister for his release at the expiration of the next ten months on the ground that his sentence was illegal of fourteen years' concurrent punishment, without a precedent, and not in conformity with the Act of Parliament that limits the punishment of perjury to seven years." He was not released till 1884.

July 28.—Louis Riel, the "half-breed" who organised a serious insurrection in Canada in 1885, was captured and tried for high treason at Regina on 28th July. A plea of insanity failed and he was convicted and executed.

READING GAOL.

Reading Gaol is to be reopened, for the reception of civilian prisoners, after an interval of thirty-two years. It has been a "glasshouse" and a place of detention for German spies, but what has made it famous is one fatal personal tragedy of the hundreds it has witnessed in the 113 years of its existence. "The Ballad of Reading Gaol," by Oscar Wilde, is dedicated thus: "In memoriam C. T. W., sometime trooper of the Royal Horse Guards, obiit H.M. Prison, Reading, Berkshire, July 7, 1896." Thus it is just fifty years ago this month that Charles Thomas Wooldridge was hanged there and the accident that his fellow prisoner was the poet, dramatist and wit, fallen from the height of his triumphs, has given him an abiding place in English literature. He was quartered in the Regent's Park barracks, and his wife, Ellen, lived in a small house near Windsor. Whenever his duties allowed, he would go down and stay with her, for he was warmly and affectionately devoted to her. Then in March, 1896, a change came over her, and she received him coldly. There was a violent quarrel, and he struck her, afterwards rushing from the house crying: "Oh, why does she try my temper so?" He wrote her a contrite letter but from then on he was restless and moody. Again he went to Windsor, approaching her fondly, but she was colder than before, though she promised to meet him outside the barracks the following Sunday. She did not come and he went down to her that night. A few minutes after she came downstairs he cut her throat.

THE MURDERER AND THE POET.

Wooldridge was tried for murder before Mr. Justice Hawkins, at the Reading Assizes, and there were grounds for a submission by his counsel that a confession of infidelity by a wife might reduce what would otherwise be murder to manslaughter, and that there was such provocation in this case. The judge, however, summed up strongly against the accused, and the jury took only two minutes to bring in a verdict of guilty, adding a recommendation to mercy. Standing with folded arms, the prisoner replied to the Clerk of Arraigns that he had nothing to say why sentence of death should not be passed upon him. He heard the sentence calmly and met his end bravely without a word or a struggle. And now, so long afterwards, his ghost still walks in the poem of the man who saw and pitied him as he

> "Walked amongst the trial men
> In a suit of shabby grey;
> A cricket cap was on his head
> And his step was light and gay,
> But I never saw a man who looked
> So wistfully at the day."

His ghost still sits in the condemned cell with the warders

> "Who watched him night and day,
> Who watched him when he tried to weep
> And when he tried to pray."

The separate tragedies of the poet and the trooper are linked for ever.

COUNTY COURT LETTER

Remuneration of Estate Agent

IN *Windsor Hotel, Ltd.* v. *Berry & Wood*, at Bournemouth County Court, the claim was for £75, as money had and received to the use of the plaintiffs. The case for the plaintiffs was that their property, viz., the Windsor Court Hotel, was sold as a block of flats. The local scale of charges for a sale of flats was 5 per cent. on the first £500 and 2½ per cent. on the residue. The property was sold for £18,500 and the defendants were entitled to £100 commission. In 1937 the property was bought as an hotel, but in 1939 it was converted into flats. It was advertised for sale as a block of furnished flats, and was sold as such early in 1945. The defendants' case was that the purchaser had bought the property as a private hotel. His evidence was that he received the first booking on 18th May, 1945. The charge for selling an hotel was 5 per cent. on the first £1,000 and 2½ per cent. on the residue. The defendants were therefore entitled to retain £175 out of the proceeds of sale. His Honour Judge Cave, K.C., held that the property, although originally and at the present time an hotel, was at the time of the sale a block of flats. The defendants were entitled to remuneration at a rate midway between the local scale and the general rate for the country. Judgment was given for the plaintiffs for £70 and costs.

COUNTY COURT CALENDAR FOR AUGUST, 1946

Circuit 1—Northumberland
His Hon. Judge Richardson
Alnwick, 2
Berwick-on-Tweed, 13
Blyth,
Consett, 9
Gateshead, 20
Hexham, 1
Morpeth, 12
†*Newcastle-upon-Tyne, 15 (B.), 16 (J.S.), 21
North Shields, 8
Seaham Harbour, 19
South Shields, 7
Sunderland, 14

Circuit 2—Durham
His Hon. Judge Gamon
Barnard Castle,
Bishop Auckland,
Darlington,
*Durham,
Guisborough,
Leyburn,
Middlesbrough,
Northallerton,
Richmond,
†*Stockton-on-Tees,
Thirsk,
West Hartlepool,
(*No sittings*)

Circuit 3—Cumberland
His Hon. Judge Allsebrook
Appleby, 19
†*Barrow-in-Furness, 6, 7
Brampton,
*Carlisle, 21
Cockermouth,
Haltwhistle, 17
*Kendal, 20
Keswick, 22 (R.)
Kirkby Lonsdale,
Millom,
Penrith, 22
Ulverston,
†*Whitehaven, 14
Wigton, 16
Windermere, 9
*Workington, 15

Circuit 4—Lancashire
His Hon. Judge Peel, O.B.E., K.C.
Accrington, 22
†*Blackburn, 9, 23 (J.S.), 28 (R.B.)
†*Blackpool, 1, 7, 8, 14 (R.B.), 21 (J.S.)
Chorley, 19
Lancaster, 2
†*Preston, 6, 20 (J.S.), 30 (R.B.)

Circuit 5—Lancashire
His Hon. Judge Harrison
†*Bolton, 7, 14 (J.S.), 21
Bury, 12 (J.S.), 19
*Oldham, 8, 15, 22 (J.S.)
Rochdale, 9 (J.S.), 30
*Salford, 2, 6, 13, 16, 20 (J.S.)

Circuit 6—Lancashire
His Hon. Judge Crosthwaite
His Hon. Judge Procter
†*Liverpool,
St. Helens,
Southport,
Widnes,
*Wigan,
(*No sittings*)

Circuit 7—Cheshire
His Hon. Judge Burgis
Altrincham,
*Birkenhead,
Chester,
*Crewe,
Market Drayton,
Nantwich,
*Northwich,
Runcorn,
*Warrington,
(*List not received*)

Circuit 8—Lancashire
His Hon. Judge Rhodes
Leigh, 2
†*Manchester, 1, 2 (B.), 14, 21, 22

Circuit 10-Lancashire
His Hon. Judge Raleigh Batt
*Ashton-under-Lyne,
*Burnley,
Colne,
Congleton,
Hyde,
*Macclesfield,
Nelson,
Rawtenstall,
Stalybridge,
*Stockport,
Todmorden,
(*No sittings*)

Circuit 12—Yorkshire
His Hon. Judge Rice-Jones
*Bradford, 2, 9, 14 (J.S.)
Dewsbury, 12
*Halifax, 1
*Huddersfield, 15
Keighley, 6
Otley, 7
Skipton, 8
Wakefield, 6 (R.), 13

Circuit 13—Yorkshire
His Hon. Judge Essenhigh
*Barnsley, 7, 8, 9
Glossop, 14
Pontefract, 12, 13
Rotherham, 20, 21
*Sheffield, 1, 2, 15, 16

Circuit 14—Yorkshire
His Hon. Judge Stewart
His Hon. Judge Ormerod
Harrogate, 2
Leeds, 1 (J.S.)
Ripon,
Tadcaster,
York,

Circuit 16—Yorkshire
His Hon. Judge Griffith
Beverley,
Bridlington,
Goole,
Great Driffield,
†*Kingston upon Hull,
Malton,
Scarborough,
Selby,
Thorne,
Whitby,
(*No sittings*)

Circuit 17—Lincolnshire
His Hon. Judge Shove
Barton-on-Humber,
†*Boston,
Brigg,
Caistor,
Gainsborough,
Grantham,
†*Great Grimsby, 1 (R.B.)
(*R. every Wednesday*)
Holbeach,
Horncastle, 1
*Lincoln,
*Louth,
Market Rasen, 2
Scunthorpe, 6
Skegness,
Sleaford,
Spalding,
Spilsby,

Circuit 18—Nottinghamshire
His Hon. Judge Capron
Doncaster, 7
East Retford,
Mansfield, 8
Newark, 13 (R.)
*Nottingham, 1, 2
Worksop,

Circuit 19-Derbyshire
His Hon. Judge Willes
Alfreton,
Ashbourne,
Bakewell,
Burton-on-Trent,
Buxton,
Chesterfield,
*Derby,
Ilkeston,
Long Eaton,
Matlock,
New Mills,
Wirksworth,
(*No sittings*)

Circuit 20—Leicestershire
His Hon. Judge Field, K.C.
Ashby-de-la-Zouch,
*Bedford,
Hinckley,
Kettering,
*Leicester, 1 (B.), 2 (B.)
Loughborough,
Market Harborough,
Melton Mowbray,
Oakham,
Stamford,
Wellingborough,

Circuit 21—Warwickshire
His Hon. Judge Dale
His Hon. Judge Tucker (Add.)
*Birmingham, 1, 2

Circuit 22—Herefordshire
His Hon. Judge Langman
Bromsgrove, 16
Bromyard,
Evesham, 21
Great Malvern, 12
Hay, 14
*Hereford, 13, 15
*Kidderminster, 6, 20
Kington, 7
Ledbury,
*Leominster, 19
Ross, 2
*Stourbridge, 8, 9
Tenbury,
*Worcester, 22, 23

Circuit 23 — Northamptonshire
His Hon. Judge Forbes
Atherstone,
Banbury,
Bletchley,
Chipping Norton,
*Coventry,
Daventry,
Leighton Buzzard, 2
*Northampton,
Nuneaton,
Rugby, 1
Shipston-on-Stour,
Stow-on-the Wold,
Stratford-on-Avon,
Warwick,

Circuit 24 — Monmouthshire
His Hon. Judge Thomas
Abergavenny, 16
Abertillery, 13
Bargoed, 14
Barry, 8
†*Cardiff, 6, 7, 9, 10
Chepstow, 19
Monmouth, 20
*Newport, 22, 23
Pontypool and Blaenavon, 21
*Tredegar, 15

Circuit 25—Staffordshire
His Hon. Judge Finnemore
*Dudley,
*Walsall,
*West Bromwich,
*Wolverhampton,
(*No sittings*)

Circuit 26—Staffordshire
His Hon. Judge Tucker.
*Hanley,
Leek,
Lichfield,
Newcastle - under - Lyme,
Redditch,
*Stafford,
*Stoke-on-Trent,
Stone,
Tamworth,
Uttoxeter,
(*No sittings*)

Circuit 28-Shropshire
His Hon. Judge Samuel, K.C.
Brecon, 16
Bridgnorth, 14
Builth Wells, 8
Craven Arms, 7
Knighton, 6
Llandrindod Wells, 9
Llanfyllin,
Llanidloes,
Ludlow, 12
Machynlleth,
Madeley, 15
Newtown,
Oswestry, 13
Shrewsbury, 19, 22
*Wellington, 20
Welshpool,
Whitchurch, 21

Circuit 29—Caernarvonshire
His Hon. Judge Evans, K.C.
Bala,
†*Bangor,
Blaenau Festiniog,
*Caernarvon,
Colwyn Bay,
Conway,
Corwen,
Denbigh,
Dolgelly,
Flint,
Holyhead,
Holywell,
Llandudno,
Llangefni,
Llanwrst,
Menai Bridge,
Mold,
*Portmadoc,
Pwllheli,
Rhyl,
*Ruthin,
Wrexham,
(*No sittings*)

Circuit 30—Glamorganshire
His Hon. Jidge Williams, K.C.
*Aberdare, 6
Bridgend, 26 (R.), 27, 28, 29, 30
Caerphilly, 22 (R.)
Merthyr Tydfil, 1
*Mountain Ash, 7
Neath, 21, 22, 23
*Pontypridd, 14, 15, 16
*Porth, 12
Port Talbot, 20
*Ystradyfodwg, 13

Circuit 31—Carmarthenshire
His Hon. Judge Morris, K.C.
Aberayron,
†*Aberystwyth,
Cardigan,
†*Carmarthen and Ammanford,
†*Haverfordwest,
Lampeter,
Llandovery,
Llanelly,
Narberth,
Newcastle Emlyn,
Pembroke Dock,
*Swansea,
(*No sittings*)

Circuit 32—Norfolk
His Hon. Judge Pugh
Beccles,
Diss, 13
Downham Market, 15
East Dereham,
Fakenham,
†*Great Yarmouth, 1, 2
Harleston,
Holt,
†*King's Lynn, 8, 9
*Lowestoft, 7
North Walsham,
*Norwich, 19 (J.S.), (B.) 20, 21
Swaffham, 14
Thetford, 16

Circuit 33—Essex
His Hon. Judge Hildesley, K.C.
Braintree,
*Bury St. Edmunds,
*Chelmsford,
Clacton,
Colchester, 1
Felixstowe,
Halesworth,
Halstead, 2
Harwich,
Ipswich, 7, 8
†*Malden,
Saxmundham,
Stowmarket,
Sudbury,
Woodbridge,

Circuit 34-Middlesex
His Hon. Judge Tudor Rees
His Hon. Judge Collingwood (Add.)
Uxbridge,
(*No sittings*)

Circuit 35 — Cambridgeshire
His Hon. Judge Campbell
Biggleswade,
Bishops Stortford,
*Cambridge,
Ely,
Hitchin,
*Huntingdon,
Luton,
March,
Newmarket,
*Oundle,
Peterborough,
Royston,
Saffron Waldon,
Thrapston,
Wisbech
(*No sittings*)

Circuit 36—Berkshire
His Hon. Judge Hurst
*Aylesbury, 2, 16 (R.B.)
Buckingham, 13
Cheltenham,
Henley-on-Thames,
High Wycombe 1
Northleach,
Oxford,
Tewkesbury,
Thame, 15
Wallingford,
Wantage,
Witney,

Circuit 37-Middlesex
His Hon. Judge Sir Gerald Hargreaves
Chesham, 6
*St. Albans,
West London, 7

Circuit 38-Middlesex
His Hon. Judge Andrew
His Hon. Judge Armstrong (Add.)
Barnet,
*Edmonton, 1, 2
Hertford,
Watford,

Circuit 39-Middlesex
His Hon. Judge Engelbach
His Hon. Judge Tudor Rees (Add.)
Shoreditch, 1, 2
Windsor,

Circuit 40-Middlesex
His Hon. Judge Alchin
His Hon. Judge Drucquer (Add.)
His Hon. Judge Tudor Rees (Add.)
Bow,
(*No sittings*)

Circuit 41-Middlesex
His Hon. Judge Earengey, K.C.
His Hon. Judge Trevor Hunter, K.C. (Add.)
Clerkenwell, 1, 2

Circuit 42-Middlesex
His Hon. Judge Neal
His Hon. Judge David Davies, K.C.
Bloomsbury,
No sittings)

Circuit 43-Middlesex
His Hon. Judge Bensley Wells
Marylebone,
(*No sittings*)

Circuit 44-Middlesex
His Hon. Judge Drucquer
His Hon. Judge Davies, K.C. (Add.)
Westminster,
(*No sittings*)

Circuit 45—Surrey
His Hon. Judge Hancock, M.C.
His Hon. Judge Hurst (Add.)
*Kingston, 27, 30
*Wandsworth, 26, 28, 29

Circuit 46-Middlesex
His Hon. Judge Neal
Brentford,
*Willesden,
(*No sittings*)

Circuit 47—Kent
His Hon. Judge Daynes, K.C.
His Hon. Judge Hurst (Add.)
Southwark, 1
Woolwich, 7

Circuit 48—Surrey
His Hon. Judge Bensley Wells
His Hon. Judge Collingwood (Add.)
Dorking,
Epsom,
*Guildford,
Horsham,
Lambeth,
Redhill,
(*No sittings*)

Circuit 49—Kent
His Hon. Judge Clements
Ashford,
*Canterbury, 6
Cranbrook,
Deal, 16
*Dover,
Folkestone,
Hythe, 2
*Maidstone, 9
Margate, 1
*Ramsgate,
†*Rochester, 14, 15
Sheerness, 8
Sittingbourne, 13
Tenterden, 12

Circuit 50—Sussex
His Hon. Judge Archer, K.C.
Arundel,
Brighton,
†*Chichester,
*Eastbourne,
*Hastings,
Haywards Heath,
*Lewes,
Petworth,
Worthing,
(*No sittings*)

Circuit 51 — Hampshire
His Hon. Judge Topham, K.C.
Aldershot, 16
Basingstoke, 14
Bishops Waltham, 21
Farnham, 23
*Newport, 28
Petersfield,
†*Portsmouth, 8, 12 (B.), 15, 22
Romsey, 9
Ryde,
†*Southampton, 6, 13, 14 (B.), 20
*Winchester, 7

Circuit 52—Wiltshire
His Hon. Judge Jenkins, K.C.
*Bath, 1 (B.), 8 (B.)
Calne,
Chippenham, 13 (R.)
Cirencester, 16
Devizes, 12 (R.)
Dursley,
*Frome, 14 (R.)
Hungerford, 6
Malmesbury, 15
Marlborough,
Melksham, 9
*Newbury, 12 (R.)
Stroud, 13
*Swindon, 7, 14 (B.)
Trowbridge, 2
Warminster,
Wincanton, 9 (R.)

Circuit 54-Somersetshire
His Hon. Judge Wethered
†*Bridgwater,
†*Bristol,
Gloucester,
Minehead,
Newent,
Newnham,
Thornbury,
*Wells,
Weston-super-Mare,
(*No sittings*)

Circuit 55 — Dorsetshire
His Hon. Judge Armstrong
Andover, 7
Blandford, 15
*Bournemouth, 1 (R.), 20, 21
Bridport, 13
Crewkerne, 20 (R.)
*Dorchester, 2
Lymington, 16
*Poole, 14
Ringwood, 22
*Salisbury, 1
Shaftesbury, 12
Swanage, 9
*Weymouth, 6
Wimborne, 19
*Yeovil, 8

Circuit 56—Kent
His Hon. Judge Sir Gerald Hurst, K.C.
Bromley,
*Croydon,
Dartford,
East Grinstead,
Gravesend,
Sevenoaks,
Tonbridge,
Tunbridge Wells
(*No sittings*)

Circuit 57-Devonshire
His Hon. Judge Thesiger
Axminster,
†*Barnstaple,
Bideford,
Chard,
†*Exeter,
Honiton,
Langport,
Newton Abbott,
Okehampton,
South Molton,
Taunton,
Tiverton,
*Torquay,
Torrington,
Totnes,
Wellington,
(*No sittings*)

Circuit 58—Essex
His Hon. Judge Trevor Hunter, K.C.
His Hon. Judge Daynes (Add.)
His Hon. Judge Andrew, (Add.)
Brentwood,
Gray's Thurrock,
Ilford,
Southend,
(*No sittings*)

Circuit 59—Cornwall
His Hon. Judge Armstrong
Bodmin,
Camelford,
Falmouth,
Helston,
Holsworthy,
Kingsbridge,
Launceston,
Liskeard,
Newquay,
†*Penzance,
Plymouth,
Redruth,
St. Austell,
Tavistock,
†*Truro,
(*No sittings*)

The Mayor's & City of London Court
His Hon. Judge Dobson
His Hon. Judge Beazley
His Hon. Judge Thomas
His Hon. Judge McClure
Guildhall, 7

* = Bankruptcy Court
† = Admiralty Court
(R.) = Register
(J.S.) = Judgment Summonses
(B.) = Bankruptcy
(R.B.) = Register in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of THE SOLICITORS' JOURNAL.*]*

Liability of Husband for Wife's Debts and Funeral Expenses

Sir,—In reference to the letter from Messrs. Evill & Coleman in your issue of 29th June, at p. 307, I have not experienced any difficulty in getting the Estate Duty Office to allow funeral expenses as a deduction from a deceased wife's estate. Such a deduction is in fact allowable (see Finance Act, 1894, s. 7 (1)).

As to other deductions, apropos the decision in *Rees* v. *Hughes* [1946] W.N. 121, would not that decision apply only to debts *incurred by the wife*, i.e., in respect of which she was under contractual liability—not to any debts for which the husband is usually responsible, e.g., medical and nursing expenses—necessaries? Both in connection with estate duty deductions and generally, the position needs to be clarified, otherwise confusion will arise.

Enfield. W. J. BAKHURST.

OBITUARY

SIR HUBERT DOWSON

Sir Hubert Dowson, President of The Law Society, 1936–37, died on Saturday, 20th July, aged eighty. Educated at Newcastle, Staffs, he was admitted in 1888, and joined the firm founded by his father. He was President of the Nottingham Law Society in 1922 and 1936. In the latter year he was elected president of The Law Society, the annual provincial meeting of which was held at Nottingham. He received the honour of knighthood in 1937. Sir Hubert served on the Business of Courts Committee in 1934, and as a member of the County Court Rules Committee in 1935.

MR. H. ST. JOHN BROWNE

Mr. Harold St. John Browne, solicitor, of Messrs. Browne and Wells, solicitors, of Northampton, died on Tuesday, 9th July, aged sixty-four. He was admitted in 1905. He was a past president of the Northampton Law Society, and had been its secretary for twenty years.

MR. W. M. GREENIP.

Mr. William Mason Greenip, retired solicitor, late of Messrs. Greenip, Snell & Co., George Street, Mansion House, died on Friday, 12th July, in his ninety-ninth year.

PRACTICE NOTE

PRACTICE IN THE CHANCERY DIVISION WHERE THE PLAINTIFF IS AN INFANT

The Chancery judges have directed that in Chancery proceedings where a plaintiff is an infant, the name of the next friend should not appear in the title, but in the body of the writ of summons or originating summons, e.g., "at the suit of John Jones an Infant by William Smith his next friend." In the title the plaintiff should be described as "John Jones an Infant."

In consequence of the above direction, the note to Ord. 16, r. 16, "Change of next friend," at the top of p. 278 of "1945 Annual Practice," should be amended to read:—

"In the Chancery Division a change, for any reason, of a next friend can only be effected by Order. The practice is to apply by Summons to appoint a new next friend. D.C.F.s.64 and 65 and Forms 1 and 2 on page 928 of Seton are obsolete. There must be a consent in writing of the next friend, and an Affidavit of his fitness and that he has no interest adverse to that of the Infant. The Order may provide that the new next friend shall give security for the Defendant's costs up to the time of the Order."

The affidavit in support of an application for the appointment of a new next friend should be in the following form:—

I (name and address) the solicitor for (or a member of the firm of the solicitors for) the above-named plaintiff C.D. an infant make oath and say as follows:—

1. (Reasons why the appointment of a new next friend is sought).

2. A.B. (name, address and description of proposed new next friend) is a (state relationship (if any) of A.B. to C.D.) and has no interest in the matter in question in this action (matter) adverse to that of C.D. The consent of the said A.B. to be appointed as such next friend is annexed hereto.

3. The said A.B. is a fit and proper person to act as the next friend of the said C.D.

(NOTE.—This form is not part of the Appendix to the Rules but has been approved by the Chancery Judges.)

A. H. HOLLAND,
Chief Master,
Chancery Division.

15th July, 1946.

NOTES OF CASES

COURT OF APPEAL

Bumstead and Another *v.* Wood

Tucker and Cohen, L.JJ., and Wynn-Parry, J.
14th March, 1946

Landlord and tenant—Rent restriction—Consideration of hardship—Relevance of future hardship—Rent and Mortgage Interest Restrictions (Amendment) Act, 1933 (23 & 24 *Geo.* 5, *c.* 32), *Sched. I, para.* (*h*).

Appeal from a decision of His Honour Judge Konstam, given at Bow County Court.

The plaintiffs were the landlords of a house occupied by the defendant. As the premises in which the plaintiffs were living were about to be rebuilt because they had been damaged by enemy action and they would thus have to leave them, they notified the defendant that they required the house in which he was living for their own occupation. The defendant having refused to leave, they brought this action for possession. The county court judge, taking into consideration the future necessity for the plaintiffs to leave the premises in which they were living, decided, under para. (*h*) of Sched. I to the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, that greater hardship would result from his refusing than from his making an order, and made an order for possession. The defendant appealed.

TUCKER, L.J., said that the argument advanced against the county court judge's decision was that he was entitled to look only at the state of affairs existing at the trial of the action. At that date the plaintiffs were not under the necessity of leaving their existing home. It was, however, impossible for the county court judge to exclude the future from his consideration of the circumstances under para. (*h*). He was entitled, in weighing the hardship on the parties, to take into account the hardship, of which he had evidence, to be suffered by the plaintiffs in the future. The appeal must be dismissed.

COHEN, L.J., and WYNN-PARRY, J., agreed.

COUNSEL: *Raymond Waters; Roskill.*

SOLICITORS: *Batchelor, Pirkis & Fry; Breeze, Benton & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Shayler *v.* Woolf

Lord Greene, M.R., Morton and Somervell, L.JJ.
9th May, 1946

Sale of land—Covenant to supply water to purchaser from pump and to repair pump—Assignment of benefit of covenant to subsequent purchaser—Enforcement of covenant by assignee—Covenant relating to the land.

Appeal from a decision of Roxburgh, J. (*ante*, p. 210).

The defendant was the owner of a plot of land adjoining other premises which she owned. She agreed to sell the plot to P and to enter into a contract to supply water to P for the bungalow, which was to be built on the land, from a pump on the land she retained. The plot was conveyed to P on the 30th July, 1938, and on the same day an agreement was entered into between the defendant and P whereby the defendant agreed by cl. 1 to supply P with water from the pump for use for domestic purposes for the new bungalow. P was to pay 10s. a year for the water and to lay and maintain the necessary connecting pipes. By cl. 4 the defendant covenanted with P to maintain and keep the pump and pipes in working order. The agreement was determinable after ten years. It also contained an arbitration clause. The water was turned off after the outbreak of war as P did not use the bungalow. In 1943 the rising main got out of order and extensive repairs became necessary. It was considered more economical to construct a new pump. The old pump was dismantled and a new well sunk. There would have been no difficulty in connecting the bungalow with the new pump, but this was not done. In 1944, P sold the bungalow to the plaintiff and assigned to him the benefit of the covenant. The defendant refused to continue the supply of the water to the bungalow and the plaintiff in this action sought specific performance of the agreement. Roxburgh, J., gave judgment for the plaintiff. The defendant appealed.

LORD GREENE, M.R., said that two main questions were raised. The first was one whether there had been any breach of the defendant's covenant. It seemed to him clear that the covenant to maintain and keep the pump in repair covered what had happened. The next question was as to the assignability of this covenant. There was nothing in the nature of personal services concerned in this agreement. Looking at the whole nature of the subject-matter, it seemed to him impossible that any sensible person could have intended that this supply of water should be personal to P. Only one point remained: it was said that the

agreement could not be assignable because of the existence of the arbitration clause, in as much as such a clause was in its nature not assignable or was only assignable when the assignees were expressly mentioned in the clause itself. The question whether an arbitration clause prevented a contract being assignable depended on the intention of the parties. In his opinion this contract was assignable and had been assigned to the plaintiff. The appeal must be dismissed.

MORTON and SOMERVELL, L.JJ., agreed in dismissing the appeal.

COUNSEL: *M. G. Hewins; C. L. Fawell.*

SOLICITORS: *Kingsford, Dorman & Co.*, for *Girling, Wilson and Bailey*, Herne Bay; *Bentley, Taylor & Co.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

CHANCERY DIVISION

PRACTICE NOTE

Re **Upson, deceased; Grundy *v.* Keliher**

Vaisey, J. 28th June, 1946

Solicitors—Adjournment of summons into court—Plaintiffs' solicitors' duty to inform solicitors of defendant—Defendant's solicitors to furnish names of counsel to plaintiffs' solicitors.

This summons had to stand over yesterday, because it was discovered, in the course of the opening, that the solicitors on the records for one of the defendants had by some error or inadvertence omitted to brief counsel for that defendant. Such an omission (which happens more frequently than it should) is undoubtedly negligence on the part of a solicitor, the exact measure of his culpability depending, of course, on the circumstances of the particular case. It is also a breach of a duty which rests on him as an officer of the court. Now an order that he shall pay personally the extra costs occasioned by his neglect is usually not an adequate penalty, because such extra costs would as a rule be quite trifling in amount, and I think it should be understood that in a case in which the carelessness of a solicitor was gross and inexcusable it might well be the duty of the court to take in regard to him some form of disciplinary action. However, I say this merely by way of warning for the future; for, in the present case, I propose to overlook altogether the default of the solicitors giving rise to the present observations; for which they have offered an ample apology.

In order to minimise the risk of similar occurrences hereafter, I think that when a summons is adjourned into court the solicitors for the plaintiff ought to write a letter to the solicitors for each defendant, notifying them of the adjournment, and asking for the name of counsel whom they have briefed or are proposing to brief to appear at the hearing. The last-mentioned solicitors ought, as soon as practicable, to write an answering letter to the plaintiff's solicitors, supplying that information, thereby enabling the plaintiff's counsel to be told, and himself to tell the judge, at the outset of the case, what other counsel are concerned in the matter and for which of the parties they respectively appear. The writing of such letters will form a proper, though, of course, quite small, item in the costs. I should not regard telephonic communication as a satisfactory substitute for either letter. The suggestion that the plaintiff's solicitors should be made responsible for calling the attention of other solicitors to the position of the case in the list, and for securing the due attendance of counsel (not briefed by them) at the hearing, was made some time ago by one of my brethren in a case similar to the present; but it was then decided after consideration that this would be putting an unfair burden on the plaintiff's solicitors; and with that decision I agree. The modified suggestion which I make is not, I think, open to that objection and I hope that it will be followed in all proper cases in the future.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

KING'S BENCH DIVISION

Powell Duffryn, Ltd. *v.* Rhodes

Lord Goddard, C.J., Croom-Johnson and Lynskey, JJ.

9th April, 1946

Master and servant—Essential work—Dismissal of employee—Direction for reinstatement—Offer of similar work at different place—Whether direction complied with—Essential Work (Coal-mining Industry) Order, 1943 (*S.R. & O.*, 1943, *No.* 505), *art.* 5 (3).

Case stated by Glamorgan justices.

The appellant company were charged with being a company carrying on an undertaking scheduled under the Essential Work (Coal-mining Industry) Order, 1943, and failing to comply with a direction given by a national service officer under art. 5 (3) of the order to reinstate in the employment from which he had been dismissed a person employed in their undertaking. The company dismissed an employee from their coal-mining undertaking, scheduled as an undertaking under the Order of 1943, on the ground of alleged serious misconduct. The local appeal board held, on appeal, that the dismissal was not justified, and the national service officer gave the company notice under art. 5 (3), directing them to "reinstate" the workman in the employment from which he had been dismissed. When the workman presented himself at the colliery for work the company refused to employ him there but offered him work at another of their collieries at the same wages, in the same grade and on the same conditions. There was ample work available for him at the original colliery, similar in wages, grade and conditions to the work which he had been doing before his dismissal. The alternative colliery suggested by the company was nearer to the workman's home, but he would be among new work-fellows. He refused the alternative offer. The justices convicted the company, who now appealed. By art. 5 (3) of the Order of 1943, a person who has been dismissed from his employment on the ground of serious misconduct may appeal to a local appeal board, which may make a recommendation, and the national service officer, after considering that recommendation, may "direct the reinstatement of the dismissed person."

LORD GODDARD, C.J., said that the workman claimed that he was entitled to be reinstated in his employment, which meant being placed back in the same position as that which he occupied when he was dismissed. In his (his lordship's) opinion, reinstatement in a position meant reinstatement not only in the grade but also in the place in which the workman was working. It was not the law that if an employer engaged a man to work for him at place A, he could at will order him to work at place B. If he was employed to work at a particular place, it was a breach of contract on the part of the master to order him to work at another place. If the workman refused to work at that other place and were dismissed on that ground, it would be a wrongful dismissal. The appeal failed.

CROOM-JOHNSON and LYNSKEY, JJ., agreed.

COUNSEL: *Heald*, K.C., and *Carey Evans; Arthian Davies* and *Abdela.*

SOLICITORS: *Wright & Bull* for *W. H. F. Barklam*, Cardiff; *Solicitor to the Ministry of Labour.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

PARLIAMENTARY NEWS

HOUSE OF LORDS

Read First Time:—

CABLE AND WIRELESS BILL [H.C.] [12th July.

FINANCE (No. 2) BILL [H.C.] [22nd July.

Read Second Time:—

BANBURY CORPORATION BILL [H.C.] [15th July.

DERBY CORPORATION (TROLLEY VEHICLES) PROVISIONAL ORDER BILL [H.C.] [19th July.

IPSWICH CORPORATION (TROLLEY VEHICLES) PROVISIONAL ORDER BILL [H.C.] [19th July.

MAIDSTONE CORPORATION (TROLLEY VEHICLES) PROVISIONAL ORDER BILL [H.C.]' [19th July.

MINISTRY OF HEALTH PROVISIONAL ORDER (NORWICH) BILL [H.C.] [16th July.

MINISTRY OF HEALTH PROVISIONAL ORDER (WALLASEY) BILL [H.C.]. [16th July.

NORTHMET POWER BILL [H.C.] [19th July.

READING CORPORATION (TROLLEY VEHICLES) PROVISIONAL ORDER BILL [H.C.] [19th July.

SKEGNESS PIER PROVISIONAL ORDER BILL [H.C.] [19th July.

BRITISH NORTH AMERICA BILL [H.L.] [22nd July.

Read Third Time:—

MINISTRY OF HEALTH PROVISIONAL ORDER (WALLASEY) BILL [H.C.] [19th July.

PORTSMOUTH CORPORATION BILL [H.C.] [19th July.

RAILWAYS (VALUATION FOR RATING) BILL [H.C.] [18th July.

WEST MIDLANDS JOINT ELECTRICITY AUTHORITY PROVISIONAL ORDER BILL [H.C.] [22nd July.

In Committee:—

CIVIL AVIATION BILL [H.C.] [22nd July.

NATIONAL INSURANCE (INDUSTRIAL INJURIES) BILL [H.C.] [19th July.

NEW TOWNS BILL [H.C.] [17th July.

SUPERANNUATION BILL [H.C.] [15th July.

HOUSE OF COMMONS

Read First Time:—

ISLE OF MAN (CUSTOMS) (No. 2) BILL [H.C.]

To amend the law with respect to customs in the Isle of Man. [19th July.

Read Second Time :—
BEMBOROUGH DOCK BILL [H.L.] [15th July.
WEST YORKSHIRE GAS DISTRIBUTION BILL [H.L.] [22nd July.

Read Third Time :—
GAS LIGHT AND COKE COMPANY BILL [H.L.] [15th July.
MANCHESTER CORPORATION BILL [H.L.] [18th July.
RHODES TRUST BILL [H.L.] [19th July.

In Committee :—
DIPLOMATIC PRIVILEGES (EXTENSION) BILL [H.L.] [17th July.
NATIONAL HEALTH SERVICE BILL [H.C.] [22nd July.

QUESTIONS TO MINISTERS

STATUTORY RULES AND ORDERS

Mr. BAKER WHITE asked the Financial Secretary to the Treasury the number of Statutory Rules and Orders issued in the periods 1st January to 31st July, 1945, and 1st August, 1945, to 30th June, 1946, respectively ; and how many of these were printed.

Mr. GLENVIL HALL : Between 1st January and the 31st July, 1945, 926, of which 675 were printed ; between 1st August, 1945, and 30th June, 1946, 1,744, of which 1,180 were printed. [15th July.

REQUISITIONING

Sir H. LUCAS-TOOTH asked the Minister of Health how much notice is given to the owners of houses which have been requisitioned for the use of Departments other than his Department when it is proposed that such houses shall be taken over by his Department ; whether any notice is given to such owners of proposed structural alterations to such houses ; and whether the owners of such houses will be entitled to have their houses restored to their original condition when they are eventually derequisitioned.

Mr. BEVAN : Fourteen days' notice is given to owners of requisitioned properties which it is proposed that my Department should take over. No notice is given of proposed structural alterations. Owners will be entitled to have their houses restored to their original condition, subject to fair wear and tear, except that, instead of actual restoration, compensation may be paid. [15th July.

INSPECTION OF REGISTERS AT COMPANY REGISTRATION OFFICE

Mr. GARRY ALLIGHAN asked the Chancellor of the Exchequer why members of the public inspecting company registers at the Company Registration Office are forbidden to take their own personal notes other than in pencil.

Sir STAFFORD CRIPPS : I have been asked to reply. The Registrar of Companies considers that the restriction referred to is necessary for the proper protection of the registers, which are public documents. [15th July.

WAR DAMAGE TO BRITISH PROPERTY—FRANCE

Colonel J. R. H. HUTCHISON asked the Secretary of State for Foreign Affairs whether he is aware that the French Government are refusing to pay war damage compensation to British nationals in France on the ground that war damage compensation to French nationals in Britain is being similarly refused ; and if he will take steps to press for a settlement in the matter.

Mr. MCNEIL : Under war-damage legislation in force in the United Kingdom, French nationals have received the same treatment as British subjects. French war-damage legislation, on the other hand, is not at present applicable in its main provisions to British subjects. Negotiations are, however, in progress between the French Government and His Majesty's Government to secure national treatment in this respect for British subjects whose property in France has been lost or damaged as a result of the war. [17th July.

RULES AND ORDERS

AT THE COURT AT BUCKINGHAM PALACE
the 10th day of July, 1946
Present
THE KING'S MOST EXCELLENT MAJESTY IN COUNCIL

Whereas by virtue of section 72 of the Supreme Court of Judicature (Consolidation) Act, 1925, His Majesty may, by Order in Council, provide in such manner and subject to such regulations as to His Majesty may seem meet for the appointment of the towns at which assizes are to be held on any circuit, and for altering by such authority and in such manner as may be specified in the Order the day appointed for holding the assizes at any town on a circuit in any case where by reason of the pressure of business or other unforeseen cause it is expedient to alter the day so appointed, and may further provide for any matters which appear to His Majesty to be necessary or proper for carrying into effect any such Order :

AND WHEREAS, by divers Orders in Council now in force, provision has been made for the holding of assizes at certain towns and for the fixing of Commission Days at those towns :

AND WHEREAS it is expedient that special facilities shall be available for the hearing of matrimonial causes at assizes :

NOW, THEREFORE, His Majesty, by and with the advice of His Privy Council, is pleased to make the following Order and to certify as required by Section 2 of the Rules Publication Act, 1893, that on account of urgency it shall come into operation forthwith as a Provisional Order.

1. Where it appears to the Lord Chief Justice and the President of the Probate Division that, by reason of the expected pressure of divorce business on any circuit, inconvenience or hardship would result if divorce business at the several assize towns on that circuit were taken contemporaneously with other business, the Lord Chief Justice and the President of the Probate Division may, by order, direct that divorce business at any assize town on the circuit shall be commenced on a date specified in the order, being a date either before or after Commission Day at that town :

Provided that the date so specified as respects an assize town on any circuit shall not be earlier than the first Commission Day on that circuit.

2. —(1) Any order made under the last preceding Article shall be published in the London Gazette not less than 30 days before the date specified in the order.

(2) For the purpose of construing any rule or order relating to the trial of divorce business but not of criminal or civil business (other than divorce business) at assizes, the date specified in any order made under the last preceding Article as respects an assize town shall be deemed to be Commission Day at that town, but it shall not be necessary for the purpose of opening the assizes for divorce business to produce the Commission or Commissions under which the assizes are holden.

3. In this Order " divorce business " means matrimonial causes of any class and any matters arising out of or connected with any such causes.

4. This Order may be cited as the Assizes (Matrimonial Causes) Provisional Order, 1946.

E. C. E. Leadbitter.

THE ASSIZES (MATRIMONIAL CAUSES) PROVISIONAL ORDER, 1946

EXPLANATORY NOTE

This Note is not part of the Order, but is intended to indicate its general purport.

The object of this Order in Council is to authorise the Lord Chief Justice and the President of the Probate Division to direct that divorce business at any town on an Assize Circuit may be taken on any date before or after the date on which criminal business and civil business other than divorce is taken at that town.

At present all business (including divorce business) is taken at each Circuit town in turn—a certain period of time being allotted by the Judges to each town. The King's Bench Judges take divorce after disposing of the criminal and other civil business and at certain of the large towns a divorce Judge also attends for the trial of divorce. When the business other than divorce business at any town absorbs the greater part of the Judge's time allotted to that town, the time available for disposing of divorce is insufficient. In the result, the King's Bench Judges, even with the help of the Divorce Judges, find it difficult to dispose of the heavy volume of divorce business on Circuit, and the situation is becoming more serious by reason of the rising number of divorce cases for trial in the Provinces.

Accommodation at many provincial towns is now so limited that it is not possible for more than two or three Judges (or Commissioners of Assize) to sit contemporaneously at any one town. Under the powers granted by this Order in Council it is intended to arrange for two Divorce Judges (or for a Divorce Judge and a Commissioner) to sit at a particular Circuit town whilst the King's Bench Judges are sitting at other towns on the same Circuit, thus relieving congestion and enabling the date on which divorce business is to be taken at any town to be ascertained more precisely than under the present arrangements.

The urgency on the ground of which the Order in Council is brought into operation as a Provisional Order is due to the need for fixing dates and places in time for arrangements to be made and for cases to be set down for the October Assizes. Under the Matrimonial Causes Rules cases must be set down not less than 30 days before a Commission Day.

RECENT LEGISLATION

STATUTORY RULES AND ORDERS, 1946

No. 1100. **Bread** (Rationing) Order. July 12.
No. 1079. **Certified Institutions** (Pensionable Teaching Service) Order. July 9.
No. 1094. **Coal Industry Nationalisation** (National Coal Board) Regulations. July 12.
No. 1101. **Control of Iron and Steel** (No. 51) (Scrap) Order. July 11.
No. 1081. **Defence.** Order in Council, amending Regulation 68D of the Defence (General) Regulations, 1939. July 10.
No. 1067. **Education, England and Wales.** Further Education Grant amending Regulation No. 1 (Minister of Education Grant Regulation No. 6, 1946, Amendment No. 1, 1946). July 8.
No. 1077. **Emergency Powers** (Defence). Road Vehicles and Drivers (Amendment) No. 2) Order. July 10.
No. 1102. **Essential Work** (Electrical Contracting Industry Orders) (Revocation) Order. July 12.
No. 1103. Essential Work (Miscellaneous Orders) (Revocation) Order. July 12.
No. 1097. **Finance.** Regulation of Payments (Poland) Order. July 12.
No. 1092. **Herring Industry Board** (Borrowing) Regulations. July 1.
No. 1069. **Jurors Book Regulations.** July 9.

No. 1056. **Machinery, Plant, and Appliances** (General) (No. 18) Order. July 8.
No. 1057. **Miscellaneous Goods** (Prohibition of Manufacture and Supply) (No. 9) Order. July 8.
No. 1068. **Ploughing Grants** (No. 2) Regulations. July 10.
No. 1045. **Police** (Scotland) Regulations. July 5.
No. 1046. Police (Women) (Scotland) Regulations. July 5.
No. 1082. **Shoreham and Lancing Sea Defence Commissioners** (Extension of Term of Office) Order in Council. July 10.
No. 1058. **Threshing Order.** July 9.
No. 1093. Threshing of Grain (Scotland) Order. July 10.
No. 1031. **Tin Box Wages Council** (Great Britain) Wages Regulation (Amendment) Order (X.28). July 10.
No. 1059. **Trading with the Enemy** (Authorisation) (Poland) Order. July 9.
No. 1061. Trading with the Enemy (Custodian) (Amendment) (Poland) Order. July 9.
No. 1060. Trading with the Enemy (Transfer of Negotiable Instruments, etc.) (Poland) Order. July 9.

HOUSE OF COMMONS PAPERS (SESSION 1945–46)

No. 164. **Select Committee on Statutory Rules and Orders, etc.** 17th Report.

COMMAND PAPERS (SESSION 1945–46)

No. 6860. **Departmental Committee on Alternative Remedies** (Chairman: Sir Walter T. Monckton, K.C., K.C.V.O.). Final Report. March 29.

[Any of the above may be obtained from the Publishing Department, S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2.]

NOTES AND NEWS

Honours and Appointments

The King has approved a recommendation of the Home Secretary that Mr. WILLIAM ELLIOTT BATT be appointed a Metropolitan police magistrate in succession to Mr. Walter Hedley, K.C., resigned. Mr. Batt was called by Gray's Inn in 1920.

His Honour Judge CAVE, K.C., will retire from the County Court Bench on the 31st July, 1946, and the Lord Chancellor has appointed His Honour Judge A. H. ARMSTRONG, of the Old Vicarage, Queen Camel, Yeovil, Somerset, to succeed Judge Cave as Judge of Circuit No. 55 (Bournemouth, etc.), as from 1st August, 1946.

Notes

The third rent tribunal to operate in London has been set up and covers Chelsea, Westminster and Holborn. Its offices at Terminal House, Grosvenor Gardens, S.W.1, opened on Wednesday, 17th July. Members are Mr. C. W. Skinner (chairman) Mr. G. M. Cunningham (reserve chairman), and Mrs. A. B. Martin. Reserve member, Lieut.-Col. Muir Vane Skerrett Hunter. The tribunal's clerk is Mr. Eric Rendall Day.

A rent tribunal covering Hampstead and St. Pancras came into operation on Monday, 22nd July. The tribunal's offices are at Central House, Upper Woburn Place, W.C.1. The chairman of the tribunal, Lieut.-Col. J. P. Hodge, of Highgate, has died since his appointment. The other appointments are Mr. B. A. Zaiman, who is at present presiding over the tribunal, and Messrs. W. C. W. Roworth and C. Lawrence.

COURT PAPERS

SUPREME COURT OF JUDICATURE

TRINITY SITTINGS, 1946

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON EMERGENCY ROTA.	APPEAL COURT I.	Mr. Justice VAISEY.
Mon., July 29	Mr. Andrews	Mr. Farr	Mr. Blaker
Tues., ,, 30	Jones	Blaker	Andrews
Wed., ,, 31	Reader	Andrews	Jones

Date.	GROUP A. Mr. Justice ROXBURGH *Non-Witness.*	Mr. Justice WYNN-PARRY *Witness.*	GROUP B. Mr. Justice EVERSHED *Witness.*	Mr. Justice ROMER *Non-Witness*
Mon., July 29	Mr. Hay	Mr. Reader	Mr. Andrews	Mr. Jones
Tues., ,, 30	Farr	Hay	Jones	Reader
Wed., ,, 31	Blaker	Farr	Reader	Hay

The LONG VACATION will commence on Thursday, 1st August, 1946, and terminate on Friday, 11th October, 1946.

STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES

Bank Rate (26th October, 1939) 2%

	Div. Months	Middle Price July 22 1946	Flat Interest Yield £ s. d.	‡ Approximate Yield with redemption £ s. d.
British Government Securities				
Consols 4% 1957 or after	FA	113	3 10 10	2 10 3
Consols 2½%	JAJO	97	2 11 7	—
War Loan 3% 1955–59	AO	106½	2 16 5	2 3 7
War Loan 3½% 1952 or after	JD	106¾	3 5 7	2 7 3
Funding 4% Loan 1960–90	MN	118	3 7 10	2 9 3
Funding 3% Loan 1959–69	AO	106	2 16 7	2 9 1
Funding 2¾% Loan 1952–57	JD	103½	2 13 2	2 2 6
Funding 2½% Loan 1956–61	AO	102	2 9 0	2 5 5
Victory 4% Loan Av. life 18 years	MS	119¾	3 6 9	2 12 2
Conversion 3½% Loan 1961 or after	AO	112	3 2 6	2 10 6
National Defence Loan 3% 1954–58	JJ	105½	2 17 0	2 3 5
National War Bonds 2½% 1952–54	MS	102⅞	2 8 7	2 0 1
Savings Bonds 3% 1955–65	FA	105	2 17 2	2 6 10
Savings Bonds 3% 1960–70	MS	106¾	2 16 2	2 8 6
Local Loans 3% Stock	JAJO	101	2 19 5	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	101	2 19 5	—
Guaranteed 2¾% Stock (Irish Land Act 1903)	JJ	101	2 14 5	—
Redemption 3% 1986–96	AO	112½	2 13 4	2 10 0
Sudan 4½% 1939–73 Av. life 16 years	FA	118	3 16 3	3 1 3
Sudan 4% 1974 Red. in part after 1950	MN	113	3 10 10	– 16 11
Tanganyika 4% Guaranteed 1951–71	FA	107	3 14 9	2 4 11
Lon. Elec. T.F. Corp. 2½% 1950–55	FA	100	2 10 0	2 10 0
Colonial Securities				
•Australia (Commonw'h) 4% 1955–70	JJ	109	3 13 5	2 17 1
Australia (Commonw'h) 3½% 1964–74	JJ	107	3 0 9	2 15 0
•Australia (Commonw'h) 3% 1955–58	AO	103	2 18 3	2 12 6
†Nigeria 4% 1963	AO	118	3 7 10	2 13 4
•Queensland 3½% 1950–70	JJ	103	3 8 0	2 11 7
Southern Rhodesia 3½% 1961–66	JJ	111	3 3 1	2 12 1
Trinidad 3% 1965–70	AO	105	2 17 2	2 13 2
Corporation Stocks				
•Birmingham 3% 1947 or after	JJ	101	2 19 5	—
•Croydon 3% 1940–60	AO	102	2 18 10	—
•Leeds 3½% 1958–62	JJ	106	3 1 3	2 12 3
•Liverpool 3% 1954–64	MN	103½	2 18 0	2 9 7
Liverpool 3½% Red'mable by agreement with holders or by purchase	JAJO	112	3 2 6	—
London County 3% Con. Stock after 1920 at option of Corporation	MSJD	101½	2 19 1	—
•London County 3½% 1954–59	FA	107	3 5 5	2 10 5
•Manchester 3% 1941 or after	FA	101	2 19 5	—
•Manchester 3% 1958–63	AO	105	2 17 2	2 10 3
Met. Water Board 3% "A" 1963–2003	AO	104	2 17 8	2 14 1
•Do. do. 3% "B" 1934–2003	MS	102½	2 18 6	—
•Do. do. 3% "E" 1953–73	JJ	103½	2 18 0	2 8 1
Middlesex C.C. 3% 1961–66	MS	105	2 17 2	2 11 11
•Newcastle 3% Consolidated 1957	MS	105	2 17 2	2 9 6
Nottingham 3% Irredeemable	MN	105½	2 16 10	—
Sheffield Corporation 3½% 1968	JJ	113	3 1 11	2 14 2
Railway Debenture and Preference Stocks				
Gt. Western Rly. 4% Debenture	JJ	116	3 9 0	—
Gt. Western Rly. 4½% Debenture	JJ	122	3 13 9	—
Gt. Western Rly. 5% Debenture	JJ	132½	3 15 6	—
Gt. Western Rly. 5% Rent Charge	FA	128½	3 17 10	—
Gt. Western Rly. 5% Cons. G'rteed.	MA	125½	3 19 8	—
Gt. Western Rly. 5% Preference	MA	117	4 5 6	—

• Not available to Trustees over par.
† Not available to Trustees over 115.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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